

JOINT SERVICE AGREEMENT OF THE HANCOCK COUNTY CAREER CENTER

THIS AGREEMENT, made and entered into as of the last date written below, is by and among the Community School Corporation of Eastern Hancock County, the Greenfield-Central Community School Corporation, the Mt. Vernon Community School Corporation, and New Palestine Community Schools. An individual party may sometimes be referred to as a “Participating Corporation” and all the parties may be referred to collectively as “Participating Corporations”.

The Participating Corporations enter into this Agreement to provide the framework under which they will collaborate to establish and operate a career center that will develop and deliver comprehensive career and technical education opportunities accessible to all students attending the participating corporations. This Agreement supersedes all previous agreements, undertakings, discussions, and understandings regarding the subject matter of this Agreement.

ARTICLE I

AUTHORIZATION

The joint career and technical education program (“Cooperative Program”) formed by virtue of this Agreement is authorized by I.C. 20-26-10 and shall be operated pursuant to that chapter as it may be amended from time to time. The name of the program conducted under this Agreement shall be the Hancock County Career Center (a.k.a. HC3), but this name may be supplemented by additional branding names or changed by the Governing Board (“Board”).

ARTICLE II

SCOPE OF AGREEMENT

The Cooperative Program is responsible for the administration of career and technical education and related services that are conducted on a joint basis for students who are enrolled in the Participating Corporations.

ARTICLE III

ADMINISTRATION OF JOINT SERVICE AGREEMENT

Section 1. Administering Corporation.

The Mt. Vernon Community School Corporation shall be the Administering Corporation of the Cooperative Program established by this Agreement and shall be

responsible for receiving and disbursing funds, executing documents, maintaining records, and providing contracts for Cooperative Program personnel. The Administering Corporation shall be included in the term “Participating Corporations” unless specifically and separately referred to as “Administering Corporation”.

Section 2. Participating Corporations.

Each of the Participating Corporations shall employ personnel and provide facilities for its local career and technical education programs. It is the intent of the parties to employ personnel through the Participating Corporations to the maximum extent possible and to limit the number of Administering Corporation employees working in the Participating Corporations.

The Superintendents’ Governing Board may designate a Cooperative program to be housed at a facility within a Participating Corporation. To the fullest extent permitted by law, test scores of students will be reported as scores related to that student’s district of enrollment.

Section 3. Governing Board.

The Governing Board (“Board”) shall be comprised of the superintendent from each of the Participating Corporations, and the Director of the Career Center, who shall participate as an ex-officio non-voting member. It is anticipated that the Superintendent will attend meetings of the Board but occasionally the Superintendent may send a designee to the meeting if that designee is a member of the Superintendent’s administrative staff. That designee will have full voting and other rights while attending the meeting and be counted in determining a quorum at the meeting. The Superintendents shall keep their respective school boards informed of ongoing and proposed matters affecting the Cooperative Program.

The Board shall be responsible for establishing policy; approving the annual budget; developing, locating and reviewing Cooperative programs; reviewing the allocation of equipment and supplies; hiring, evaluating, and determining the compensation of Cooperative administration as permitted by law; adopting and periodically reviewing and amending administrative guidelines for the operation of the Cooperative Program; and providing governance for Cooperative programs in all matters not strictly reserved to the Boards of School Trustees/Education of the Participating Corporations. When an issue or consideration arises that affects only one Participating Corporation, the Director of the Career Center shall confer directly with the Superintendent of that corporation.

Each Participating Corporation shall have one vote in matters brought before the Board. A quorum shall exist when any three (3) members of the Board are present. In conducting the business of the Board, any action by the Board must be approved by the affirmative vote of at least two (2) board members.

The number of meetings the Board schedules per year may vary, depending upon existing need. However, the Board shall hold at least four (4) meetings per school year and shall designate at least one meeting per year as the annual meeting for the purpose of (a) electing a Chairperson of the Board and (b) reviewing this Agreement to determine if modifications are needed.

The Chairperson of the Board, the Director of the Career Center or any two (2) members of the Board shall have the authority to call a meeting at any time; provided, however, that notice of the proposed meeting is delivered to the Superintendents of the Participating Corporations at least seventy-two (72) hours before such meeting is convened, except in the case of an emergency meeting.

Section 4. Administrative Personnel.

The Board shall employ a Director of the Career Center who will have overall supervision of the Cooperative Program. The Board shall determine the duties of the Director, which shall include, but not be limited to:

1. Making recommendations regarding hiring, appointing or removing employees of the Cooperative Program, and Participating Corporation staff being assigned to Cooperative Programs.
2. Supervising the Cooperative Program's staff.
3. Preparing reports.
4. Recommending establishment, modification, or elimination of programs.
5. Developing curriculum.
6. Overseeing personnel and administrative relations within the Cooperative Programs.
7. Communicating with Cooperative Program employees and with the contact persons and liaisons designated by the Participating Corporations as responsible for carrying out career and technical education programs in their respective corporations.
8. Implementing policies set by the Board or the state or federal government regarding career and technical education programs operated by Participating Corporations.
9. Consulting with Participating Corporations regarding their compliance with career and technical education programs requirements.
10. Seeking funding through grants, federal and state programs, and other sources to support the Cooperative Program.
11. Acting as a liaison to county government and agencies who are supporting the Cooperative Program.
12. Networking with employers to determine skills and programs that can be provided through the Cooperative Program and employment opportunities for graduates of the Cooperative Program.
13. Assembling the annual budget.

14. Completing all compliance documents required under state and federal law that are not already submitted through a Participating Corporation.

The Board may employ any other administrative or support personnel whom the Board believes to be necessary or desirable to provide administration and support of the Cooperative Program.

To the maximum extent permitted by law, the Administering Corporation will employ all administrative personnel, including the Director of the Career Center, on terms determined by the Board. To the maximum extent permitted by law, the Board will be responsible for evaluating and dismissing the Director of the Career Center.

A Participating Corporation will provide overall administration and supervision for programs designated by the Board as particular to that Participating Corporation and shall employ such personnel as deemed necessary by the Participating Corporation to carry out this function.

Section 5. Certified Personnel

It is anticipated to the maximum extent possible that certified personnel will be employed by the Participating Corporations, particularly for programs conducted by that Participating Corporation and that employment of certified personnel by the Administering Corporation for the joint programs will be kept to a minimum. Any certified personnel to be employed for joint programs will be recommended by the Director of the Career Center and employed by the Administering Corporation pursuant to the terms of employment for certified staff in the Administering Corporation. In negotiating collective bargaining agreements with its certified personnel, the Administering Corporation will seek the input of the Board regarding joint employees, will be mindful of the impact of its agreements on the other Participating Corporations, and will endeavor to avoid agreements that create long-term obligations to those employees. The Director of the Career Center and the Administering Corporation will endeavor to keep the other Participating Corporations informed as to hiring and the Administering Corporation's agreements with certified staff.

Section 6. Noncertified Personnel

Clerical and other noncertified staff may be employed for the Cooperative Program on the recommendation of the Director of the Career Center and in accordance with the Administering Corporation's hiring process and subject to approval by the Administering Corporation on such terms as those bodies shall approve. Except in emergency situations, the Director of the Career Center will advise the Board of the recommendation prior to hiring any personnel.

ARTICLE IV

TRANSPORTATION

Each Participating Corporation will determine and fund the transportation of its students to any location that the student is attending to participate in the Cooperative Program.

ARTICLE V

FINANCING

The amount each Participating Corporation shall be obligated to annually pay to the joint service and supply budget of the Administering Corporation and the amount each Participating Corporation shall be required to pay to the Administering Corporation for program costs shall be calculated and paid in accordance with policy and procedures adopted by the Board. Student participation in Cooperative Programs shall be funded by the Participating Corporation of enrollment on a standardized per-student basis, as established by the Board. Such per-student program fees shall be charged to the Participating Corporation of enrollment by the Administering Corporation, shall include operational costs, and may include fees for curricular materials, where applicable.

ARTICLE VI

EQUIPMENT AND SUPPLIES

All equipment and/or supplies purchased through the joint service and supply account shall be the property of the Cooperative Program until other disposition is agreed to by the Board. The Administering Corporation shall provide an annual inventory of such equipment and supplies. All equipment and/or supplies purchased by a Participating Corporation and used for Cooperative Programs shall remain the property of the Participating Corporation.

ARTICLE VII

CAPITAL IMPROVEMENT COSTS

In the event the Participating Corporations jointly acquire land and improve said land with construction of a new school building facility, the share that each Participating Corporation shall pay shall be determined and made in accordance with the policy of the Board.

ARTICLE VIII

STATE AND FEDERAL SUPPORT

All Cooperative applications for state and federal support and credits for state and federal reimbursement shall be made in accordance with policy and procedures adopted by the Board.

ARTICLE IX

WITHDRAWING

In the event a Participating Corporation wishes to withdraw from this Agreement, it must give written notice (including the effective date of withdrawal) on or before April 1st, and the withdrawal shall be effective no sooner than twenty-seven (27) months subsequent to the date of said notice, unless that period is shortened to fifteen (15) months by the unanimous vote of the Board members of the non-withdrawing Participating Corporations. The withdrawing Participating Corporation shall remain liable for any financial obligation incurred while a member of the Cooperative and shall remain liable until said obligation is retired. Lease rental payments due from the withdrawing Participating Corporation shall remain binding and shall be no less than said Participating Corporation's share of the lease rental payment amount when the first full year of lease rental became payable.

ARTICLE XI

AMENDMENTS

Amendments or changes to this Agreement may be made by a majority vote of the Board of School Trustees of each of the Participating Corporations. A proposed amendment must be submitted to each Participating Corporation at least sixty (60) days prior to final action on the proposed amendment.

ARTICLE XII

EFFECTIVE DATE AND TERM

This Agreement shall become effective on the last date signed below. This Agreement shall expire on

ARTICLE XIII

EXECUTION OF AGREEMENT

This Agreement is executed for and on behalf of the governing body of each Participating Corporation by its Superintendent. Each respective Participating Corporation Superintendent certifies that its governing body has, by resolution duly adopted, agreed to the terms of this Agreement and has authorized, by a majority vote of the Board of School Trustees, the Superintendent to execute this Agreement. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties have executed this Joint Service Agreement of the Hancock County Career Center on the day and year written below.

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SIGNATURE PAGES FOLLOW

COMMUNITY SCHOOL CORPORATION OF EASTERN HANCOCK COUNTY

Superintendent

Date

GREENFIELD-CENTRAL COMMUNITY SCHOOL CORPORATION

Superintendent

Date

MT VERNON COMMUNITY SCHOOL CORPORATION

Superintendent

Date

NEW PALESTINE COMMUNITY SCHOOLS

Superintendent

Date